

Refund Policy. (136A.827) *** - Note this refund policy is the same language required to be Included in your Contract/Enrollment Agreement if your school uses one – (see Contract/Enrollment Agreement Checklist below APPENDIX B)

During the 2021 legislative session, there were changes made to the statutory refund policy required by the Private Career School Act. Our office has created the following language from the required refund policies for your school's inclusion into your catalog and if applicable, contract or enrollment agreement. You are permitted to use the following refund policies in lieu of the statutory language. You only need to publish the policies that are applicable to the programs your school offers (See A, B, or C).

A. Refund policy for Programs that are 40 hours or less

If your application is rejected, you will receive a full refund of all tuition, fees, and other charges. If your program is 40 hours or less and you withdrew from your program, your refund will be pro-rated by the number of hours attended and the length of the program. To receive a full refund of tuition, fees, and other charges, you must withdraw from your program before the scheduled start day of the program. You will receive written notice acknowledging your withdraw request within 10 business days after receipt of the notice and you will receive a refund of any tuition, fees, and other charges within 30 business days of receipt of your withdrawal. Any mailed notice is effective as of the date of the postmark if sent by mail or the day it has been hand-delivered to the school. Notice to withdraw may also be given by email, verbally to a school official (not just an instructor), or with a voicemail to a school official. [insert school's policy who is a school official]

Schools must include this clause in your school's student catalog, contract, or enrollment agreement includes a separate statement on the fair market of the equipment and any of the equipment can be reasonably resold: *“You may be entitled to a refund of your equipment and supplies costs if you return your equipment and supplies within 10 days of withdrawing if your supplies are in a condition suitable for resale. If you do not return your equipment and supplies or the supplies are not in a condition suitable for resale, this cost will be deducted from your tuition, fee, and other charge refund that you may be eligible for.”*

B. Refund policy for programs greater than 40 hours with a written contract or enrollment agreement

If your application is rejected, you will receive a full refund of all tuition, fees, and other charges. You will be entitled to a full refund of tuition, fees, and other charges if you give notice that you are cancelling your contract within 5 business days after the contract or enrollment agreement is considered effective. A contract or enrollment agreement will be presumed to be effective on the date that the school notifies you that you have been accepted into the school and you have signed the contract or enrollment agreement. If the notification of acceptance into the school is sent by mail, then the effective day of being accepted is the postmark on the acceptance letter.

This five-day refund policy applies regardless of when the program starts. If you give notice more than 5 days after you signed the contract, but before the start of the program (or first lesson for an online distance education program), you will receive a refund of all tuition, fees, and other charges minus 15%, up to \$50, of the total cost of the program.

If you withdraw after the start of your program and it has been more than 5 days after you signed the contract, you will receive a pro-rated refund of the entire cost of your program based on your last day of attendance. You will be provided a prorated tuition, fees, and other charges refund minus your initial application fees, up to \$50, and minus the less or 25% of the total tuition or \$100. Proration is based on whether your program is term-based or clock hours and how much of the program you have completed.

If your program is term-based, the completion rate is the number of calendar days from the first date of the program

through your last documented date of attendance divided by the length of the program. The completion rate is calculated to the second decimal point (.XX).

If your program is clock-hour based, the completion rate is the number of clock hours you actually attended divided by the number of clock hours in the program. The completion rate is calculated to the second decimal point (.XX)

If you withdraw from your program after 75.00% of the program has completed, you are not entitled to a refund of tuition, fees, and other charges.

You will receive written notice acknowledging your withdraw request within 10 business days after receipt of the notice and you will receive a refund of any tuition, fees, and other charges within 30 business days of receipt of your withdrawal. Any mailed notice is effective as of the date of the postmark if sent by mail or the day it has been hand-delivered to the school. Notice to withdraw may also be given by email or verbally, including a voicemail, to a school official (defined by school's Student Right to Cancel policy). [insert school's policy who is a school official]

If you do not withdraw in writing or contact the school about your absence and you have not attended your program or contact the school about your absence for 14 consecutive days, you will be considered to have withdrawn from the school as of your last date of attendance. Your school is responsible for sending you a written notice of cancellation if you are withdrawn for failing to attend to your last known address. The confirmation from the school must state that the school has withdrawn your enrollment, and if this action was not the student's intent, the student must contact the school.

Schools must include this clause if your school's student catalog, contract, or enrollment agreement includes a separate statement on the fair market of the equipment and any of the equipment can be reasonably resold: *“You may be entitled to a refund of your equipment and supplies costs if you return your equipment and supplies within 10 days of withdrawing if your supplies are in a condition suitable for resale. If you do not return your equipment and supplies or the supplies are not in a condition suitable for resale, this cost will be deducted from your tuition, fee, and other charge refund that you may be eligible for.”*

C. Refund policy for programs greater than 40 hours without a written contract or enrollment agreement

If your application is rejected, you will receive a full refund of all tuition, fees, and other charges. You will be entitled to a full refund of tuition, fees, and other charges if you give notice that you are cancelling your enrollment within 5 days of being accepted into the school or program

This five-day refund policy applies regardless of when the program starts. If you give notice more than 5 days after you signed the contract, but before the start of the program (or first lesson for an online distance education program), you will receive a refund of all tuition, fees, and other charges minus 15%, up to \$50, of the total cost of the program.

If you withdraw after the start of your program and it has been more than 5 days after you were accepted into your program, you will receive a pro-rated refund of the entire cost of your program based on your last day of attendance. You will be provided a prorated tuition, fees, and other charges refund minus your initial application fees, up to \$50, and minus the less or 25% of the total tuition or \$100. Proration is based on whether your program is term-based or clock hours and how much of the program you have completed.

If your program is term-based, the completion rate is the number of calendar days from the first date of the program through your last documented date of attendance divided by the length of the program. The completion rate is calculated to the second decimal point (.XX).

If your program is clock-hour based, the completion rate is the number of clock hours you actually attended divided by the number of clock hours in the program. The completion rate is calculated to the second decimal point (.XX)

If you withdraw from your program after 75.00% of the program has completed, you are not entitled to a refund of tuition, fees, and other charges.

You will receive written notice acknowledging your withdraw request within 10 business days after receipt of the notice and you will receive a refund of any tuition, fees, and other charges within 30 business days of receipt of your withdrawal. Any mailed notice is effective of the date of the postmark if sent by mail or the day it has been hand-delivered to the school. Notice to withdraw may also be given by email or verbally, including a voicemail, to a school official (defined by school's Student Right to Cancel policy). [insert school's policy who is a school official]

If you do not withdraw in writing or contact the school about your absence, and you have not attended your program or contact the school about your absence for 14 consecutive days, you will be considered to have withdrawn from the school as of your last date of attendance. Your school is responsible for sending you a written notice of cancellation if you are withdrawn for failing to attend to your last known address. The confirmation from the school must state that the school has withdrawn you from enrollment, and if this action was not the student's intent, the student must contact the school.

Schools must include this clause if your school's student catalog, contract, or enrollment agreement includes a separate statement on the fair market of the equipment and any of the equipment can be reasonably resold: *“You may be entitled to a refund of your equipment and supplies costs if you return your equipment and supplies within 10 days of withdrawing if your supplies are in a condition suitable for resale. If you do not return your equipment and supplies or the supplies are not in a condition suitable for resale, this cost will be deducted from your tuition, fee, and other charge refund that you may be eligible for.”*